

REMARKS

The Office Action mailed April 13, 2005, has been reviewed and carefully considered.

Claims 1,4, 18, 21, 24-27 and 29 have been amended and claims 3 and 23 have been canceled.

Claims 1-2, 4-22 and 24-34 are pending in the application.

In paragraph 1 on page 2 of the Office Action, the specification was objected to under 37 C.F.R. § 1.71 because claims 18 was not fully disclosed. In paragraph 2 on page 3 of the Office Action, claim 18 was rejected under 35 U.S.C. § 112, first paragraph, as being directed to subject matter that was not described in the specification.

Applicant respectfully traverses the rejections, but in the interest of expediting prosecution has amended claims 18. Applicant submits that the amendment to the claims do not narrow or change the scope of the invention.

In paragraph 3 on page 3 of the Office Action, claims 23-24 were rejected under 35 U.S.C. § 112, second paragraph, as being indefinite

Applicant respectfully traverses the rejections, but in the interest of expediting prosecution has canceled claims 23 and amended claim 24. Applicant submits that the amendment to the claims do not narrow or change the scope of the invention.

In paragraph 5 on page 4 of the Office Action, claims 1 and 2 were rejected under 35 U.S.C. § 102(b) as being anticipated by Treseder. In paragraph 7 on page 5 of the Office Action, claims 6-31, 33 and 34 were rejected under 35 U.S.C. § 103 as being unpatentable over Treseder and Official Notice regarding well-known use of materials recited in the claims. In paragraph 8 on page 6 of the Office Action, claims 1, 3, 6-26 were rejected under 35 U.S.C. § 102(b) as being anticipated by Rent or, in the alternative, under 35 U.S.C. § 103 as being unpatentable over Treseder

Applicant respectfully traverses the rejections, but in the interest of expediting prosecution have amended to the claims to more particularly distinguish the invention.

Treseder does not disclose, teach or suggest using both a non-hermetically sealed lid and a top hermetically sealed lid. Treseder also fails to suggest using an inside cover that is disposed between the sidewalls of the housing and within a flange of the housing, wherein a non-hermetic seal is formed between the flange and the inside cover. Treseder also does not suggest that the top lid is laser welded.

Rather, Treseder merely disclose using a canning technique for sealing a hard disk drive that is similar to the technique discussed in the background of Applicants' specification. However, this technique results in an increase in the thickness of the drive and is therefore undesirable. Moreover, Treseder discloses the use of only one top.

Rent fails to overcome the deficiencies of Treseder. Rent merely disclose hermetically sealing a stack of drives. However, Rent does not disclose, teach or suggest using both a non-hermetically sealed lid and a top hermetically sealed lid. The Office Action indicates that a top drive acts as a cover to a lower drive. However, Applicants' invention, as recited in the amended claims clearly indicates that the insider cover makes a seal with the sides of the housing. The arrangement of Rent fails to show this type of construction.

In addition, Rent also fails to suggest using an inside cover that is disposed between the sidewalls of the housing and within a flange of the housing, wherein a non-hermetic seal is formed between the flange and the inside cover. Still further, Rent does not suggest that the second cover is laser welded because Rent only describes the use of a single cover. .

Accordingly, Treseder and Rent, alone or in combination, fails to teach, disclose or suggest all of the limitations recited in Applicants' amended claims.

On the basis of the above amendments and remarks, it is respectfully submitted that the claims are in immediate condition for allowance. Accordingly, reconsideration of this application and its allowance are requested.

If a telephone conference would be helpful in resolving any issues concerning this communication, please contact Attorney for Applicant, David W. Lynch, at 423-757-0264.

Respectfully submitted,

Chambliss, Bahner and Stophel  
1000 Tallan Building  
Two Union Square  
Chattanooga, TN 37402  
423-757-0264

By:   
Name: David W. Lynch  
Reg. No.: 36,204